

May 25, 2021

The regular meeting of the Otsego County Board of Commissioners was held at the Otsego County Library located at 700 S. Otsego Ave, second floor conference room, Gaylord, Michigan 49735. Due to the novel Coronavirus pandemic, this meeting was held remotely for the public as permitted by the Open Meetings Act. The meeting was called to order at 9:30 a.m. by Chairman Ken Glasser. Invocation by Commissioner Julie Powers, followed by the Pledge of Allegiance led by Finance Director, Mel Maier.

Roll Call:

Present: Julie Powers, Henry Mason, Paul Liss, Brett McVannel, Rob Pallarito, Ken Glasser, Doug Johnson, Jason Caverson.

Excused: Bruce Brown.

Consent Agenda:

Motion to approve the Regular minutes of May 11, 2021 with attachments.

Consent agenda approved unanimously.

Chairman Ken Glasser opened the meeting for public comment for agenda items only.

Special Presentations: None.

Department Head Report: None.

Committee Reports:

Motion by Commissioner Paul Liss, seconded by Commissioner Jason Caverson, to approve the budget amendment in the amount of \$18,000 for the purpose of purchasing rifles for the Sheriff Department. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Paul Liss, seconded by Commissioner Julie Powers, to approve the 2021-09 bid award to Green Construction Group, LLC in the amount of \$69,660. Ayes: Unanimous. Motion carried.

Motion by Commissioner Paul Liss, seconded by Commissioner Brett McVannel, to approve the renewal of the Otsego County Library Operating Agreement. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Paul Liss, seconded by Commissioner Doug Johnson, to approve adoption of resolution OCR-21-11 as recommended.

Roll Call Vote:

Ayes: Julie Powers, Henry Mason, Paul Liss, Brett McVannel, Rob Pallarito, Ken Glasser, Doug Johnson, Jason Caverson.

Nays: None.

Excused: Bruce Brown.

Motion carried/Resolution adopted. (see attached)

Commissioner Bruce Brown arrived at 9:38 a.m.

Motion by Commissioner Paul Liss, seconded by Commissioner Rob Pallarito, to approve the disposal of the Parks and Rec Department truck identified in the vehicle turn in form. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Paul Liss, seconded by Commissioner Julie Powers, to approve the Airport Special Event budget amendment. Ayes: Julie Powers, Paul Liss, Brett McVannel, Rob Pallarito, Ken Glasser, Doug Johnson, Jason Caverson, Bruce Brown. Nays: Henry Mason. Motion carried. (see attached)

Motion by Commissioner Paul Liss, seconded by Commissioner Brett McVannel, to approve the budget amendment in the amount of \$1,500. For the Alpine Center wellness room. Ayes: Julie Powers, Paul Liss, Brett McVannel, Rob Pallarito, Ken Glasser, Doug Johnson, Jason Caverson, Bruce Brown. Nays: Henry Mason. Motion carried. (see attached)

Motion by Commissioner Paul Liss, seconded by Commissioner Rob Pallarito, to approve the Friend of the Court health insurance budget amendment. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Paul Liss, seconded by Commissioner Jason Caverson, to approve the budget amendment and transfer of \$1,270 from the Delinquent Tax fund to the facilities planning fund. Ayes: Julie Powers, Paul Liss, Brett McVannel, Rob Pallarito, Ken Glasser, Doug Johnson, Jason Caverson, Bruce Brown. Nays: Henry Mason. Motion carried. (see attached)

Motion by Commissioner Paul Liss, seconded by Commissioner Julie Powers, to approve the budget amendment in the amount of \$17,000 within the 911 fund. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Paul Liss, seconded by Commissioner Rob Pallarito, to approve OCR 21-12 the Reversal of OCR 06-18, Job Vacancy Policy.

Roll Call Vote:

Ayes: Julie Powers, Henry Mason, Paul Liss, Brett McVannel, Rob Pallarito, Ken Glasser, Doug Johnson, Jason Caverson.

Nays: None.

Motion carried/Resolution adopted. (see attached)

Administrator's Report:

Rachel Frisch reported new updates to COVID requirements; revisit holding Board of Commissioner's meetings at the Library; 2 new vans at the County Bus System; United Way holding child care initiative 6-2-21 at 5:00 p.m. at the new VFW location; extensive training for new County website; Land Use Services Director, Jim Mouch, is retiring May 31, 2021, Jeff Proux is named as interim Director; Memorial Day event 5-31-21, parade at 10:00 a.m. ceremony afterwards; working with Veteran's Group at the old bowling alley, bringing a Circus to town.

City Liaison, Township & Village Representative:

Commissioner Julie Powers reported on the City Council meeting; approved sale of 2 lots in the Air Industrial Park; approved the 2021 Otsego County Hazard Mitigation plan; denied special variance request for a fence for a citizen; discussion held over food trucks.

Correspondence: None.

New Business:

Motion by Commissioner Jason Caverson, seconded by Commissioner Doug Johnson, to approve the May 18, 2021 Warrant in the amount of \$309,857.12 and one voided check. Ayes: Unanimous. Motion carried.

Motion by Commissioner Julie Powers, seconded by Commissioner Henry Mason, to approve the May 25, 2021 Warrant in the amount of \$214,931.92 and one voided check. Ayes: Unanimous. Motion carried.

Chairman Ken Glasser opened up the meeting for public comment.

Board Remarks:

Commissioner Jason Caverson had no report.

Commissioner Doug Johnson had no report.

Commissioner Brett McVannel had no report.

Commissioner Rob Pallarito attended the Otsego Lake Township meeting, Thunder over waters Labor Day weekend; scraping down the edges of the sidewalks; planting grass; approved the 2021 Otsego County Mitigation Plan.

Commissioner Henry Mason had no report.

Commissioner Bruce Brown reported on the Sportsplex; replacing 4 compressors; day camp more kids then normal 65 kids a day; Men and Women tennis leagues have grown; Hockey camp for the summer, at least 5 camps for this summer.

Commissioner Julie Powers reported on the Housing meeting; lack of contractor's.

Commissioner Paul Liss had no report.

Chairman Ken Glasser attended the North Michigan Counties Association meeting; attended the Road Commission meeting, going well; Road projects; Local Emergency Planning Committee, mitigation plan. Once approved by all local departments, valid for 5 years; City is bringing back the bicycle cop; City Police received a robot; EMS running ahead, 300 hours above last year; summer traffic 3 weeks earlier.

Meeting adjourned at 10:18 a.m.

Kenneth R. Glasser, Chairman

Susan I. DeFeyter, Otsego County Clerk



**OTSEGO COUNTY
BUDGET AMENDMENT**

FUND/DEPARTMENT: GF: Sheriff Department

As provided for in the Uniform Budget and Accounting Act of 1978, as amended, and consistent with Otsego County Policy, the Administrator and Finance Director are hereby authorized to record the following adjustments to the budget.

Fund Type: General Special Revenue Debt Service Capital Project Business-Type (Enterprise or Internal Svc)

DESCRIPTION Rifles for Sheriff Department

REVENUE

Account Number	Decrease	Increase
	\$	\$
	\$	\$
	\$	\$
	\$	\$
Total	\$	\$

EXPENDITURE

Account Number	Increase	Decrease
101-301-704.110 Hospitalization	\$	\$ 7,000
101-301-704.300 Retirement Contributions	\$	\$ 5,000
101-301-704.400 Education & Training	\$	\$ 2,000
101-941-999.010 Contingency	\$	\$ 4,000
101-301-726.000 Supplies	\$ 18,000	\$
	\$	\$
Total	\$ 18,000	\$ 18,000

Department Head Signature

Date

Administrator's Signature

Date

Finance Department
Entered:
By:

Board Approval Date (if necessary)

Budget Adjustment #

Posting Number

AGREEMENT FOR OPERATING AND MAINTAINING OTSEGO COUNTY LIBRARY

THIS AGREEMENT is made on this ____ day of _____, 2021, by and between the County of Otsego, whose address is 225 W. Main Street, Gaylord, Michigan 49735 (hereafter "County" and "Commissioners") and the Otsego County Library, whose address is 700 S. Otsego Avenue, Gaylord, Michigan 49735 (hereafter "LIBRARY")

In consideration of the mutual agreement contained herein, the parties agree as follows:

I. GENERAL AGREEMENT

The Otsego County LIBRARY was established pursuant to 1917 PA 138 ("Act 138") to provide access to printed and digital media, as well as other educational services, to the public. The LIBRARY is a body corporate and has the authority granted by Act 138.

II. TERMS AND AMENDMENT

A. TERMS

This Agreement contains the entire understanding and Agreement of the parties regarding the subject matter contained herein.

B. DURATION

The terms of this Agreement shall be for five (5) years commencing with the date of execution.

C. EXTENSION

(i) This Agreement may be extended for such lengths or periods of time as the parties may mutually agree upon in writing.

D. AMENDMENT

Further, the terms and conditions of this Agreement, as provided herein, may be amended at any time during the above stated period with the express mutual written consent of the parties who are then bound by the terms hereof.

III. FINANCIAL GOVERNANCE

A. ANNUAL BUDGET

(i) LIBRARY will hold a public hearing and adopt an annual budget. The LIBRARY will transmit a copy of the annual budget to the Commissioners prior to October 1st of each year in the format required by the Finance Committee for the operations of LIBRARY for the following year beginning January 1st.

(ii) Prior to December 31st of each year, the Commissioners shall consider for approval the final budget for the operation of the LIBRARY. The Otsego County Board shall not amend the recommended budget.

(iii) BUDGET AMENDMENTS: Budget amendments must be approved by the LIBRARY Board and then forwarded to the Otsego County Finance Department. LIBRARY shall provide an updated copy of its annual budget to the Otsego County Finance Department each time the LIBRARY budget is amended, ensuring that the County has a current, updated budget at all times during the fiscal year.

B. FINANCIAL REPORTING

- (i) Beginning with the quarter ended March 2021, LIBRARY shall provide the following quarterly accounting reports to the Otsego County Finance Department:
 - (1) Balance Sheet – including all assets, liabilities, and fund equity
 - (2) Budget Report – including the amended budget and actual amounts for all revenues and expenditures.
 - (3) Quarterly reports must be submitted no later than the 15th day of the month following quarter-end or another date mutually agreed upon in writing.
- (ii) Beginning with the month ended March 2021, LIBRARY shall provide the following monthly accounting reports to the Otsego County Treasurer:
 - (1) Report reconciling the general ledger balances in the receiving fund to the balances in the operating fund.
 - (2) Monthly reports must be submitted no later than the 15th day of the next month or another date mutually agreed upon in writing.
- (iii) The County will rely on the reports to be complete and accurate upon submission.
- (iv) All corporate and financial records of LIBRARY shall be available to the County or its auditors upon reasonable request, unless prohibited by law, including but not limited to the provisions of the Michigan Library Privacy Act.
- (v) AUDITS – LIBRARY will be audited under the umbrella of the County, as a special revenue fund of the County. The County may, at its discretion, engage the auditors to perform additional procedures. LIBRARY and the County may find it desirable for LIBRARY to be audited under separate cover (still included in the County’s audit report as a special revenue fund of the County).

C. CUSTODY OF CASH AND INVESTMENTS

- (i) All LIBRARY monies shall be deposited in the Library Fund, which shall be held in a bank or trust company designated by the County and approved by LIBRARY. Monies may be deposited in more than one account within the Library Fund but shall be kept separate and apart from all other County funds. The monies may be kept in one bank account, and shall be invested as practical by the Otsego County Treasurer as authorized by law.
- (ii) All deposits must be accompanied by supporting documentation, in the format required by the Otsego County Treasurer.
- (iii) The Otsego County Treasurer shall provide an investment report to the Library on a quarterly basis.
- (iv) All transfers out for LIBRARY disbursements must also be accompanied by supporting documentation, in the format required by the Otsego County Treasurer.
- (v) LIBRARY shall be responsible for the completeness and accuracy of the supporting documentation submitted for all deposits and disbursement transfers. The County will rely on the documents to be complete and accurate upon submission. LIBRARY shall review and be responsible for the accuracy of the deposits and disbursement transfers and will ensure that they have been subject to the appropriate level of review before submission.

D. FUNDS

- (i) Operating Fund
 - a. Any amount of operating funds, which are transferred to the LIBRARY by the Commissioners from the LIBRARY operating millage, shall be expended for daily operations or maintenance per its millage language.
 - b. All revenues raised by rates and charges of LIBRARY shall be used solely as allowed by law.
 - c. The operating fund general ledger shall be maintained by LIBRARY.

- d. The County shall not charge the Library a fee or rent to use the Library premises (the "Premises").
- (ii) Capital Outlay/Building Fund
 - a. If there are sufficient funds, there may be set aside, in a capital outlay/building fund, such sums, as LIBRARY may deem advisable. All monies currently residing in the capital outlay/building fund shall be used solely for building purchase, or building repairs and improvements.
- E. SURPLUS/DEFICIT
 - (i) Surplus
 - a. Any surplus realized by LIBRARY will be retained by LIBRARY. During the budget process, LIBRARY and the County will discuss potential uses of surplus monies (e.g. used for capital purchases, retained to enhance fund balance level, etc.).
 - (ii) Deficits
 - a. Should any year's operations result in a deficit (other than a planned reduction of fund balance that has been previously approved by the Commissioners or amended reduction of fund balance approved by the Library Board), LIBRARY agrees to:
 - i. Immediately meet with the Otsego County Budget and Finance Committee to develop a satisfactory deficit correction plan, which may include increased fees or reduced expenses.
 - ii. Should this action prove to be insufficient to correct the deficit operations, LIBRARY agrees to revise the plan, and further increase fee revenue or cut expenditures to ensure that the deficit will be repaid in the next three quarters.
 - iii. Failure to operate without a deficit may result in termination of this agreement.
- F. ASSETS
 - (i) All assets of LIBRARY are the property of the County.
 - (ii) Accordingly, LIBRARY shall follow the Otsego County Capital Asset Disposal Policy except as agreed upon in Section IX, Item A.
 - (iii) LIBRARY will provide an updated list of all Capital Assets to the Otsego County Finance Department, each January for the preceding year.
 - (iv) The County shall provide property insurance, addressed in the PROPERTY INSURANCE section of this document.
- G. LONG-TERM DEBT
 - (i) All long-term bond debt incurred for LIBRARY purposes must first be approved by the Commissioners, along with a financial plan to satisfy all debt requirements, submitted by LIBRARY.
 - (ii) In the event of default of bond payments for which the Library agreed to be responsible for repayment, refer to the EVENTS AND REMEDIES OF DEFAULT section of this document.
- H. CAPITAL IMPROVEMENT PLAN
 - (i) LIBRARY shall submit annually, along with its proposed budget, by October 1st, a five-year plan containing a list of planned building, equipment, and vehicle purchases and major repairs and maintenance on such items valued over \$200,000.
 - (ii) The plan and all such capital expenditures shall be approved by the Commissioners by December 31st, as part of the budget approval process.
- I. OPERATING YEAR

- (i) The County shall annually levy the full LIBRARY millage permitted by law unless asked in writing by the Library Board to reduce the amount collected and deposit to the Library Fund.
- (ii) LIBRARY shall have, as its operating year, one which shall coincide with the County's fiscal year which is the calendar year beginning in January. With the consent of the LIBRARY, the County may levy less than the full millage.

IV. MAINTENANCE AND REPAIRS

A. REPAIRS - PREMISES

- (i) LIBRARY shall, at its own expense, at all times during the term of this Agreement, keep the LIBRARY equipment and premises in good condition and repair, and shall make all necessary and desirable repairs, restorations and replacements, both structural and nonstructural, foreseen or unforeseen, and shall use all reasonable precautions to prevent waste, damage or injury.

B. REPAIRS - EXTERNAL

- (i) LIBRARY shall, at its own expense, also maintain in good repair and free from dirt, snow, ice, rubbish and other obstructions or encumbrances, the sidewalks, parking areas, yards, plantings, gutters and curbs in front of and adjacent to the premises.

V. OPERATION AND MAINTENANCE

A. OPERATION AND MAINTENANCE

LIBRARY shall, at its own expense, at all times during the term of this Agreement, operate and maintain the LIBRARY equipment and the premises.

VI. ALTERATIONS

A. ALTERATIONS TO THE PREMISES

LIBRARY will make such alterations, changes, additions or improvements in or to the interior or exterior of the premises as it shall determine to be beneficial. LIBRARY shall make any changes or alterations in, on or about the premises, which may be required by any applicable statute, charter, ordinance or governmental regulation or order.

B. COSTS AND EXPENSES OF ALTERATIONS

All alterations and improvements shall be at LIBRARY's sole expense.

C. OWNERSHIP OF IMPROVEMENTS

All alterations and improvements shall be the property of the County.

VII. PROPERTY/MOTOR VEHICLE LIABILITY INSURANCE

A. COST OF INSURANCE

The COUNTY shall provide, at the LIBRARY's expense, property insurance, which shall cover all real and personal property on the premises on a 100% replacement cost basis. Premiums for insurance required to be carried upon or with respect to the premises or the use thereof shall be deemed operation and maintenance expenses of the LIBRARY.

Insurance shall include motor vehicle liability coverage for any Library/County-Owned vehicles, if applicable.

B. POLICY TYPE

Such policy shall be an all risks policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, without limitation, flood, theft,

vandalism, wind, lightning, act of war or terrorism, and malicious mischief. Coverage shall also include the cost of extra expense, for a period of 12 months, incurred by reason of the total or partial loss or damage to the premises caused by an insured peril.

VIII. LIABILITY/VEHICLE INSURANCE

A. COST OF INSURANCE

The COUNTY shall provide, at the LIBRARY's expense, comprehensive/commercial general liability insurance protecting LIBRARY, the County and the Commissioners of the County, the members of the Library Board and their respective agents, officers and employees.

Insurance shall include coverage for Hired Car and Non-Owned Auto.

B. POLICY TYPE

- (i) Such insurance shall provide coverage for the defense of actions brought against LIBRARY, its Board, Officers, and Employees for, including but not limited to, negligence, malfeasance, misfeasance, errors, omissions, neglect, damages, intentional acts, or other actions arising out of the operation, maintenance and activities of LIBRARY.
- (iii) Such insurance shall be in limits of not less than \$1,000,000 per occurrence for injury or death to any one person, not less than \$3,000,000 per occurrence for injury or death to more than one person, and not less than \$500,000 per occurrence for property damage.

C. NAMED INSURED

- (i) LIBRARY and the County shall all be named insureds on all insurance policies required hereunder and all insurance proceeds shall be payable to LIBRARY and the County according to their respective interests.
- (ii) Upon request, the County shall provide LIBRARY or the LIBRARY Board with certified copies of the insurance policies or other evidence indicating that the insurance is in effect.
- (iii) In addition, LIBRARY or the LIBRARY Board shall be notified in writing at least thirty (30) days prior to cancellation, non-renewal or any material reduction of the any coverage.
- (iv) All insurance maintained pursuant to this Agreement shall contain a clause or endorsement under which the insurer waives all rights of subrogation against any and all of the parties to this Agreement and their respective officers, commissioners, agents, and employees, with respect to losses payable under the policy.
- (v) Claims for loss due to damage to the premises under any policies maintained pursuant to this Agreement shall be adjusted with the insurance companies by the County after advice from LIBRARY or the Library Board.
- (vi) All policy forms, limits and deductibles shall be subject to approval by the County and LIBRARY.

IX. OPERATIONAL INTEGRITY

A. OPERATIONS

The County covenants and agrees with LIBRARY, subject to the performance by LIBRARY of all of the terms, covenants, and conditions of this Agreement to permit LIBRARY to operate the LIBRARY service for the County. LIBRARY may employ such persons in such capacities as it deems advisable and may make such rules and regulations as it deems advisable and necessary to assure the efficient management and operation of LIBRARY. Further, LIBRARY, with the approval of the LIBRARY Board, and the County Board, shall have the authority, power, and ability to obtain, lease, purchase, acquire or transfer, sell, or dispose of such

equipment, in compliance with the County's Capital Asset Disposal Policy, as is necessary to carry out its obligations to the citizens of Otsego County. Profits realized from the sale of capital assets shall be deposited to the Library Fund.

B. BOARD MEMBERSHIP

Recommendations for LIBRARY Board Membership shall be forwarded to the County Board for approval.

C. PERSONNEL

(i) The Otsego County Library employees are not subject to COUNTY Personnel Policies, but rather are governed by their own separate Personnel Policies.

(ii) The County Administrator (or designee(s) of the County Administrator) shall be on the hiring committee for the LIBRARY Director position in the event of a vacancy. The LIBRARY Board shall have the final approval on selecting the new Director.

(iii) If applicable, the County Administrator (or designee(s) of the County Administrator) shall take part in the union negotiation process.

D. CONTRACTING

LIBRARY, with the approval of the LIBRARY Board, shall have the exclusive authority to enter into agreements or contracts for services as deemed necessary to carry out its obligations to the citizens of Otsego County as permitted by law.

X. INSPECTION

Without notice and at reasonable times of the day, the County, through its officers, employees or agents, may enter upon the premises at any time during the term of this Agreement for the purpose of inspecting the premises and determining whether LIBRARY is complying with the covenants, Agreements, terms, and conditions of this Agreement.

XI. EVENTS AND REMEDIES OF DEFAULT

A. EACH OF THE FOLLOWING SHALL CONSTITUTE AN EVENT OF DEFAULT:

(i) LIBRARY fails to submit the budget required by Section III.

(ii) Any representation or warranty made by LIBRARY or the County in this Agreement, or which is contained in any certificate or other document delivered at any time pursuant to this Agreement proves to have been false, incorrect or incomplete in any material respect when made or deemed to be made and was a result of a willful or intentional act.

(iii) LIBRARY or the County fails to observe or perform any covenant or Agreement contained in this Agreement or in any certificate or other document delivered pursuant to this Agreement (other than those covered by clause (i) above) for ninety (90) days after written notice, as set forth herein, thereof shall have been given to LIBRARY by the County.

(iv) If involuntary proceedings under any bankruptcy law or insolvency act or for the dissolution of a corporation are instituted against LIBRARY, or if a receiver or trustee is appointed for all or substantially all of the property of LIBRARY, and such proceedings are not dismissed or such receivership or trusteeship vacated within ninety days after such institution or appointment.

(v) LIBRARY ceases to operate or indicates its intention by LIBRARY BOARD resolution to do so.

(vi) LIBRARY or the COUNTY defaults on any long-term debt covenants or payments.

B. REMEDIES IN EVENT OF DEFAULT

If any event of default as defined in this Agreement shall occur and be continuing for a period of 90 days or more following written notice of default:

contained in this Agreement shall not in any way be affected or impaired. The document shall be read as if the provision or provisions are null, void, non-existent, and severed from the this Agreement.

XVI. GOVERNING LAW

This Agreement, and the rights and obligations of the parties under this Agreement, shall be governed by, construed, and interpreted in accordance with the laws of the State of Michigan.

XVII. CAPTIONS

The captions contained in this Agreement are for convenience, for reference only and shall not limit or define the provisions of this Agreement, or affect the interpretation or construction thereof.

XVIII. OTHER AGREEMENTS

This Agreement, once properly executed, supersedes, replaces and abrogates all prior agreements between the parties regarding this same subject matter.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

OTSEGO COUNTY LIBRARY

By: _____

DIANE YOUNGEDYKE

Its: Chairman

COUNTY OF OTSEGO

By: _____

KENNETH GLASSER

Chairman, Otsego County Board of Commissioners

Minutes of a regular meeting of the Otsego County Board of Commissioners, held in the conference room at the Otsego County Library, 700 S. Otsego Ave., Gaylord, Michigan on the 25th day of May, 2021 beginning at 9:30 a.m.

PRESENT: _____

ABSENT: _____

The following preamble and resolution was offered by Commissioner: _____.

OCR 21-11

Otsego County Board of Commissioners

May 25, 2021

Otsego County

FY 2022 Community Corrections Grant Application

of the

Northeast Michigan Council of Governments

WHEREAS, the Northeast Michigan Council of Governments (NEMCOG) serves as the Fiscal Agent and Program Manager for the Northeast Michigan Community Corrections Advisory Board (NEMCCAB), and

WHEREAS, This County is a member of either the NEMCCAB strongly desires to continue to participate with Community Corrections Programs and Services, and

WHEREAS, NEMCOG has worked with OCC to develop a Community Corrections FY 2022 Grant Application for the NEMCCAB, and

WHEREAS, The FY 2022 Community Corrections Grant Application has been prepared by NEMCOG in the amount \$309,355 for Community Corrections Programs and Services in the counties of: Alcona, Alpena, Cheboygan, Crawford and Otsego, and

WHEREAS, the Northeast Michigan Community Corrections Advisory Board, has approved this Grant Application, and recommends its approval by the member counties,

THEREFORE BE IT RESOLVED, that Otsego County hereby approves the Northeast Michigan Community Corrections Advisory Board's, FY 2022 Grant Application prepared by NEMCOG for Community Corrections funding in the annual amount of \$309,355 for Programs and Services.

A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:

YES: _____

NO: _____

ABSTAIN: _____

Kenneth R. Glasser, Chairman

Susan I. DeFeyter, County Clerk

STATE OF MICHIGAN)
 §
COUNTY OF OTSEGO)

The undersigned, being the duly qualified and acting Clerk of the County of Otsego, hereby certifies that the foregoing is a true and complete copy of a resolution duly adopted by the Otsego County Board of Commissioners at its regular meeting held on the 25th day of May, 2021, at which meeting a quorum was present and remained throughout and that an original thereof is on file in the records of the County. I further certify that the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, as amended, and that the minutes of such meeting were kept and will be or have been made available as required thereby.

Susan I. DeFeyter, County Clerk

Truck located @ sheriff storage barn



VEHICLE TURN IN FORM

DESCRIPTION OF ITEM TURNED IN TO THE OTSEGO COUNTY BUS SYSTEM (OCBS)
(Include make, model, year of the vehicle, odometer reading and any other features)

Chevy Silverado 1500, 2000 year, miles = N/A

DEPARTMENT TURNING IN THE VEHICLE AND DIRECTOR/ELECTED OFFICIAL (Printed name, signature, and date)

Parks and Recreation, Tom Pratt, Jim Pratt, 4/29/21

OCBS MANAGER (Printed name, signature, and date)

TIM CHERNIEWSKI
T-CLQ 4/28/2021

REASON FOR TURNING IN VEHICLE

Met useful life, doesn't run, won't start

DESCRIPTION OF ALL KNOWN ISSUES AND ANY OTHER CONCERNS

won't start, hasn't ran in years

DEPARTMENT DIRECTOR PREFERRED DISPOSAL METHOD FOR THE VEHICLE (circle one)

SELL AT AUCTION SELL THROUGH ADVERTISED BIDS SCRAP
TRADE IN TRANSFER TO ANOTHER DEPARTMENT OTHER

OCBS MANAGER RECOMMENDED DISPOSAL METHOD FOR THE VEHICLE (circle one)

SELL AT AUCTION SELL THROUGH ADVERTISED BIDS SCRAP
TRADE IN TRANSFER TO ANOTHER DEPARTMENT OTHER

If OCBS Manager disposal method and Department Director disposal method differ, the reasoning must be explained:



**OTSEGO COUNTY
BUDGET AMENDMENT**

FUND/DEPARTMENT: Airport Special Events

As provided for in the Uniform Budget and Accounting Act of 1978, as amended, and consistent with Otsego County Policy, the Administrator and Finance Director are hereby authorized to record the following adjustments to the budget.

Fund Type: General Special Revenue Debt Service Capital Project Business-Type (Enterprise or Internal Svc)

DESCRIPTION Supplies from Special Events - Coins and Signs

REVENUE

Account Number	Decrease	Increase
282-050-400.001 Budgeted Use of Fund Balance	\$	\$ 6,000
	\$	\$
	\$	\$
	\$	\$
Total	\$	\$ 6,000

EXPENDITURE

Account Number	Increase	Decrease
282-537-726.000 Supplies - General	\$ 6,000	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
Total	\$ 6,000	\$

Department Head Signature

Date

Administrator's Signature

Date

Finance Department
Entered:
By:

Board Approval Date (if necessary)

Budget Adjustment #

Posting Number



**OTSEGO COUNTY
BUDGET AMENDMENT**

FUND/DEPARTMENT: Health Care Rebate Fund

As provided for in the Uniform Budget and Accounting Act of 1978, as amended, and consistent with Otsego County Policy, the Administrator and Finance Director are hereby authorized to record the following adjustments to the budget.

Fund Type: General Special Revenue Debt Service Capital Project Business-Type (Enterprise or Internal Svc)

DESCRIPTION Maintenance

REVENUE

Account Number	Decrease	Increase
648-050-400.001 Budgeted Use of Fund Balance	\$	\$ 1,500
	\$	\$
	\$	\$
	\$	\$
Total	\$	\$ 1,500

EXPENDITURE

Account Number	Increase	Decrease
648-901-970.300 Property - Improvements	\$ 1,500	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
Total	\$ 1,500	\$

Department Head Signature _____ Date _____

Administrator's Signature _____ Date _____

Finance Department
Entered:
By:

Board Approval Date (if necessary) _____ Budget Adjustment # _____ Posting Number _____



**OTSEGO COUNTY
BUDGET AMENDMENT**

FUND/DEPARTMENT: Facilities Planning/Delq Tax

As provided for in the Uniform Budget and Accounting Act of 1978, as amended, and consistent with Otsego County Policy, the Administrator and Finance Director are hereby authorized to record the following adjustments to the budget.

Fund Type: General Special Revenue Debt Service Capital Project Business-Type (Enterprise or Internal Svc)

DESCRIPTION Justice Complex Planning Costs

REVENUE

Account Number	Decrease	Increase
498-050-400.001 Budgeted Use of Fund Balance	\$	\$ 1,850
498-050-699.030 Other Source - Transfers	\$	\$ 1,270
	\$	\$
	\$	\$
Total	\$	\$ 3,120

EXPENDITURE

Account Number	Increase	Decrease
498-351-940.010 Outside Contracted Services	\$ 3,120	\$
516-999-999.000 Transfer Out	\$ 1,270	\$
516-253-704.110 Hospitalization	\$	\$ 1,270
	\$	\$
	\$	\$
	\$	\$
Total	\$ 4,390	\$ 1,270

Department Head Signature _____ Date _____

Administrator's Signature _____ Date _____

Finance Department
Entered:
By:

Board Approval Date (if necessary) _____ Budget Adjustment # _____ Posting Number _____



OTSEGO COUNTY BUDGET AMENDMENT

FUND/DEPARTMENT: 911 Fund

As provided for in the Uniform Budget and Accounting Act of 1978, as amended, and consistent with Otsego County Policy, the Administrator and Finance Director are hereby authorized to record the following adjustments to the budget.

Fund Type: General Special Revenue Debt Service Capital Project Business-Type (Enterprise or Internal Svc)

DESCRIPTION Equipment

REVENUE

Account Number	Decrease	Increase
261-050-400.001 Budgeted Use of Fund Balance	\$	\$ 17,000
	\$	\$
	\$	\$
	\$	\$
Total	\$	\$ 17,000

EXPENDITURE

Account Number	Increase	Decrease
261-901-970.435 Property - Machinery & Equipment	\$ 17,000	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
Total	\$ 17,000	\$

Department Head Signature Date

Administrator's Signature Date

Finance Department
Entered:
By:

Board Approval Date (if necessary) Budget Adjustment # Posting Number

Minutes of a regular meeting of the Otsego County Board of Commissioners, held in the conference room at the Otsego County Library, 700 S. Otsego Ave., Gaylord, Michigan on the 25th day of May, 2021 beginning at 9:30 a.m.

PRESENT: _____

ABSENT: _____

The following preamble and resolution was offered by Commissioner: _____.

OCR 21-12

Otsego County Board of Commissioners

May 25, 2021

Otsego County

Reversal of OCR 06-18

WHEREAS, on May 25, 2021, The Board of Commissioners approved OCR 21-12 which required justification for hiring general and special fund positions in response to severe budgetary challenges.

WHEREAS, the County is transitioning to a more robust online recruiting system that has built in approval processes similar to its current purchasing system.

THEREFORE, BE IT RESOLVED, effective, May 25, 2021, OCR 06-18 is reversed and all hiring will follow the County's established budgeting and approval processes.

A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:

YES: _____

NO: _____

ABSTAIN: _____

Kenneth R. Glasser, Chairman

Susan I. DeFeyter, County Clerk

STATE OF MICHIGAN)
§
COUNTY OF OTSEGO)

The undersigned, being the duly qualified and acting Clerk of the County of Otsego, hereby certifies that the foregoing is a true and complete copy of a resolution duly adopted by the Otsego County Board of Commissioners at its regular meeting held on the 25th day of May, 2021, at which meeting a quorum was present and remained throughout and that an original thereof is on file in the records of the County. I further certify that the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, as amended, and that the minutes of such meeting were kept and will be or have been made available as required thereby.

Susan I. DeFeyter, County Clerk

Current Policy

EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of the County to provide equal employment opportunities to all individuals. The policy is that an individual's race, color, religion, national origin, sex, marital status, age, disability, or other protected classification under State and Federal law are not and will not be considered in any personnel or management decisions. All employment decisions will be based solely on the applicant's qualifications such as knowledge, skills and abilities as well as previous work experience including demonstrated ability, performance, length of employment and attendance.

Otsego County will comply with the Michigan Handicapper's Civil Rights Act and the Americans with Disabilities Act. The County will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in undue hardship. Any employee with a disability which requires accommodation pursuant to the Michigan Handicapper's Civil Rights Act must notify their department manager and the Human Resources Director in writing immediately but not later than 182 days after the need for accommodation becomes known.

Updated Policy

Equal Employment Opportunity Policy

It is the policy of the County of Otsego to provide equal opportunity to all qualified individuals in its recruitment, hiring and employment practices. No-one will be denied an employment opportunity based on race, religion, color, gender, national origin, age, disability, political affiliation, marital status, height, weight, or any other factor prohibited by Federal or State law, unless deemed a bona-fide occupational qualification.

All employment decisions will be based solely on the applicant's qualifications such as knowledge, skills, and abilities as well as previous work experience including demonstrated ability, performance, and length of employment.

JOB VACANCIES

Department managers are to notify the Human Resources Director of impending vacancies or job openings within their departments as early as possible. To fill an open position, Department Managers must complete an Otsego County Employment Requisition with required approvals ~~per Resolution No. OCR 06-18.~~

All non-union positions will be posted on the Otsego County website under employment opportunities.

All union positions will be posted as provided by the specific union contract.

The following information will be provided when posting a job position for the County:

- Position Title
- Job Description
- Minimal, desired, and/or preferred background experience required
- Salary Range
- Equal Employment Opportunity Statement
- Closing Date

All applicants should apply for employment on the County website at www.otsegocountymi.gov. The Human Resources Director will review all employment applications and resumes and facilitate the competitive hiring process with the Department Manager.